

CITY OF ROCKVILLE
REQUEST FOR WRITTEN QUOTATION

When making inquiries, please reference quote #: 79/FY04	FOR CITY USE: PO # : DATE:
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DATE: 3/30/04	QUOTATION DUE DATE AND TIME: 4/13/04, 2:30PM	WE REQUIRE SUPPLY DELIVERY/OR SERVICE COMPLETION BY: 4/23/04
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Please make address corrections

MAIL QUOTATION TO:
City of Rockville/Info Tech
Attn: Tina Marcinkus
111 Maryland Avenue
Rockville, MD 20850

CONTACT:
Tina Marcinkus
(240) 314-8177
tmarcinkus@ci.rockville.md.us

FAX ONLY THIS RFQ FORM AND SPECIFICATIONS/LITERATURE OF PRODUCTS OFFERED. **FAX: 240-314-8179** OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

Any individual with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137

QUOTED PRICE(S) MUST INCLUDE FREIGHT, FOB, ROCKVILLE, MARYLAND.

INSIDE DELIVERY Yes No

SHIP TO: City of Rockville/Info Tech., 111 Maryland Ave., Rockville MD 20850

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	Spam Filtering Software for entire Lotus Notes 6.5 email domain consisting of 375 users. BRAND REFERENCE: SpamJam by Granite Software, Inc. OR EQUAL. SPECIFICATIONS: In order to provide the level of service requested by the email users and to fit within our existing infrastructure, the system should provide the following: <ul style="list-style-type: none"> • Must be Linux RedHat 9 and Linux Red Hat Enterprise AS 2.1 Compatible • Integration with Lotus Notes/Domino 6.5 and 6.5.1 Server and requires no additional hardware • Ability to run concurrently on Lotus Notes/Domino 6.5 and 6.5.1 Server • Simple end-user recovery of messages sent to spam log by accident (false-positives). • Daily report emailed to users listing and linking to any message trapped as spam. • Ability for users to check the spam they have received at any point during the day. Allow users to configure their own spam settings. 	1	Lump Sum		\$ _____

YOUR PAYMENT TERMS: _____ DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

COMPANY NAME: _____

SUBMITTED BY: SIGN AND PRINT YOUR NAME AND TITLE _____ DATE _____

PHONE# _____ FAX # _____ EMAIL: _____

FEDERAL ID# _____

INSTRUCTIONS, CONDITIONS AND NOTICES ARE ATTACHED

CITY OF ROCKVILLE
 REQUEST FOR QUOTATION: 79/FY04
 CONTINUATION SHEET

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
	<ul style="list-style-type: none"> • Ability to create different spam setting for different users within the same mail domain via a hierarchical spam policy administration. For example: a Master -> Group -> User policy configuration with administrative override. • No changes made to mail template • Robust filtering – Whitelist/Blacklist, IP SMTP validation, subscription/newsletter email management • Ability to scan entire message for potential spam, not just subject line. • Rich Logging, Dump, and Recovery options • MAINTENANCE: Lump sum price must include 1 year maintenance. Maintenance includes, but not limited to, software upgrades and technical support during normal business hours. • PRICING: Lump sum price must include 1 server and a maximum of 400 users. 				

YOUR PAYMENT TERMS: _____ DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER	
COMPANY NAME: _____	

SUBMITTED BY: SIGN AND PRINT YOUR NAME AND TITLE	DATE
PHONE#	FAX #
	EMAIL:

INSTRUCTIONS, CONDITIONS AND NOTICES ARE ATTACHED



**CITY OF ROCKVILLE
MARYLAND
INSTRUCTIONS, CONDITIONS AND NOTICES**

1. **QUOTATION PREPARATION**—The quotation proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted.

Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

2. **AWARD** – Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Request for Quotation, provided the price is reasonable and in the best interest of the City.
3. **SUBMISSION OF QUOTATIONS**—All quotes are to be submitted in a sealed envelope clearly marked with the quotation number. The following forms must be submitted: 1. Quotation form, 2. non-collusion and non-conviction affidavit, and 3. Other forms as required in the quotation specifications.
4. **LATE BIDS**—It is the bidder's responsibility to assure delivery of the bid at the proper time and place of bid opening. Late bids will not be considered.
5. **ACCEPTANCE OF BIDS**—The City will accept or reject any or all bids on any or all items within forty-five (45) days after the quotation due date. Bids may not be withdrawn during that period.
6. **BID WITHDRAWAL**—Requests for withdrawal of bids prior to bid opening shall be transmitted to the contract officer in writing.
7. **ERRORS IN BIDS**—When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if the bid is accepted.
8. **MATERIALS**—All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
9. **PRICES**—Bids must be submitted on a firm fixed price, F.O.B. destination basis only, unless otherwise specified herein.
10. **DISCOUNTS**—All discounts other than prompt payment are to be included in the bid price. Cash discounts will not be considered in determining the lowest net cost for bid evaluation purposes.
11. **ACCEPTANCE AND PAYMENT**—Payment will be made upon receipt of an accepted invoice to the City of Rockville,

Attn: Accounts Payable Division, 111 Maryland Avenue, Rockville, Maryland 20850. All invoices must reference a Purchase Order Number.

Payment will be made upon inspection (including testing) of all items for compliance with specifications and in satisfactory condition. Should inspection delays occur, the contractor shall have thereby no claim for damages or extra compensation. Discounts shall be applicable from the date of acceptance of the materials rather than the date of the invoice.

The contractor shall furnish the City with satisfactory evidence that all persons who have done work or furnished material under the contract, and who have given written notices to the City, before or within ten (10) days after the final completion and acceptance of the whole work under the contract that any balance for such work or materials due and unpaid, have been fully paid or satisfactorily secured. In case such evidence is not furnished, such amount as may be necessary to meet the claim may be retained from any monies due the contractor under the contract, until the liabilities shall be fully discharged or such notices withdrawn.

Acceptance by the contractor of final payment shall operate as a release to the Mayor and Council and every officer and agent thereof, from all claims and liabilities to the contractor for anything done or furnished or relating to the work under the contract.

12. **MISTAKES**—Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
13. **DELIVERY**—All time limits stated in the contract documents are of the essence. The contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
14. **DELAYS/EXTENSION OF TIME**—If the contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Contract Officer within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.

15. NO DAMAGES FOR DELAY—The contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions will be granted only for excusable delays such as delays beyond the control and without the fault or negligence of the contractor.

16. TERMINATION FOR DEFAULT—The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

17. TERMINATION FOR CONVENIENCE—The performance of work or services under this contract may be terminated in whole or part, upon ten (10) calendar days written notice when the City determines that such termination is in its best interest. The City shall be liable only for those goods and services furnished prior to the effective date of such termination.

18. CHANGES IN SCOPE OF WORK—The City, without invalidating the contract, may order written changes in the work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be authorized in writing by the Contract Officer. Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the work shall be determined by mutual agreement. The contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon. Additional work must be authorized, in writing, by the Contract Officer prior to starting.

The Project Manager shall have authority to order minor changes in the work not involving an adjustment to the contract sum or extension of time and not inconsistent with the intent of the contract documents. Such changes shall be effected by a written change order.

19. EXTRA COSTS—If the contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written protest must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not

proceed, until written instruction has been received by the contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

20. TERMS AND CONDITIONS—The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing.

Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

21. ADDENDA—All addenda issued after the Request for Quotations and before the due date of the quotation shall become part of the contract. Bidders are required to acknowledge the addenda by one of the following methods; it is the responsibility of the vendor to make inquiry as to addenda issued:

- A. List the number of the addenda on the quote sheet
- B. Return a copy of the addenda with the quote
- C. Initial in person at City Hall receipt of the addenda

22. INTERPRETATION—Any questions concerning conditions and specification shall be directed in writing to the Purchasing division. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The contractor shall take no advantage of any error or omission in the specification.

23. BRAND NAME OR EQUAL—Identification of an item by manufacturer's name, trade or brand name, or catalog number are for information and establishment of a quality level desired and are not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specifications, unless brand name only is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal form what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet specifications. The City reserves the right to accept or reject items offered as an "equal"

24. GUARANTEE—All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Contract Manager before final payment is made.

The contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

25. DEFECTIVE SUPPLIES/SERVICE—Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the contractor.

If the work shall be found to be defective or to have been damaged, before final acceptance, the contractor shall make good such defect in a manner satisfactory to the City, without

extra compensation even though said defect or injury may have not been due to any act or neglect of the contractor.

26. LEGAL REQUIREMENTS—All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.

27. QUALIFICATION OF BIDDER—The City shall have the right to take such steps as it deems necessary to determine the responsibility of the bidder to perform the obligations under the contract and the bidder shall furnish to the City all such information for this purpose as the City may request. The right is reserved to reject any bid where an investigation of available evidence or information does not satisfy the City that the bidder is qualified to carry out the terms of the contract.

28. SUBCONTRACTING—When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

29. RESERVATIONS—The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

30. AUTHORITY OF THE CITY MANAGER IN DISPUTES—Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the contractor in writing of his determination. The contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the contractor shall proceed diligently with performance under the agreement signed by the City and the contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

31. INDEMNIFICATION OF THE COUNCIL—The contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the contractor, or subcontractors or agents of the contractor.

32. NO LIMITATION OF LIABILITY—The mention of any specific duty or liability of the contractor in any part of the of specification shall not be construed as a limitation or

restriction upon any general liability or duty imposed upon the contractor.

33. MISCELLANEOUS PROVISIONS—The City and the contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the contractor assign any monies due or to become due hereunder without the previous written consent of the City.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

The contractor shall not be permitted to do any work which will require the services of any City employee on City holidays, Saturday or Sunday unless authorized by the appropriate City supervisor.

34. EQUAL EMPLOYMENT OPPORTUNITY—The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the contractor will permit access to the contractor's books, records and accounts. If the City Manager concludes that the contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

35. LANGUAGE—The contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the contractor's employees' language(s), and at least one liaison shall be present at each